

restrictions essential to the prevention of the spread of COVID 19. It also violates the purposes and goals of the Renewable Energy Growth program.

FACTS

SCS plans to construct a 246.48 kW DC solar project at 813A Main Street in Hopkinton, Rhode Island (the Project). SCS applied for a certificate of eligibility to participate in the Renewable Energy Growth Program (REG) and received its certificate of eligibility on June 11, 2018. Per the Tariff, the Project is due to be in commercial operation within 24 months of the date of the certificate of eligibility, or by June 11, 2020, unless that delivery date is extended for cause.

The Project received all required town permits as of May 1, 2019, and got its building permit on October 24, 2019. Construction began November 1, 2019. SCS expected delivery of its solar panels on March 30, 2020. On April 1, 2020, the panel provider, Electrical Suppliers, Inc. wrote SCS to expect product delivery and logistics delays due to COVID-19. The letter notes that some production factories had shut down with little or no warning and that estimated ship dates were no longer guaranteed. The panels did not arrive until April 15, 2020.

By letter dated April 16, 2020, the contractor SCS hired to build the Project, Ace Solar, sent SCS a letter declaring force majeure due to the national emergency from the COVID 19 virus. The letter notes that unanticipated delays in delivery of equipment and changed work practices in the field that require smaller crews for worker safety would delay progress and delivery of the Project indefinitely.

SCS contacted Narragansett to request the automatic sixth month extension available per section 3(f) of the Tariff, for delays caused by COVID 19. SCS informed Narragansett that construction was delayed by slowed delivery of equipment and changed work practices in the field that require smaller crews for worker safety. On March 25, 2020, Narragansett denied the extension

request on the ground that small and medium sized REG projects have 24 months to reach commercial operation, do not require an output certification and are, therefore, not entitled to any extensions per the Tariff.

On March 27, 2020, Narragansett declared its own force majeure indicating that it will be stalled in performance of its statutory obligations regarding the interconnection of renewable energy projects. According to its website, “days declared as a Force Majeure Event extends the applicable time frames to measure the Company’s performance.”

LEGAL ARGUMENT

SCS asks the Commission to authorize Narragansett to extend the Project’s deadline for commercial operation for two reasons. First, the denial of SCS’s requested extension is inconsistent with public policy goals and imperatives. Second, the deadline extensions in section 3 of the Tariff were never meant to exclude small and medium sized REG projects.

Like all other industries, the renewable energy industry is severely impacted by COVID-19. Refusing timeline relief creates pressure to undertake practices that violate public health policy imperatives. This unforeseen and obstructive public health pandemic warrants flexibility for development and construction schedule delays to protect public health.

The refusal of an extension on these facts is inconsistent with the purposes of the REG law. Those purposes are to “facilitate and promote installation of grid-connected generation of renewable energy; support and encourage development of distributed renewable energy generation systems; reduce environmental impacts; reduce carbon emissions that contribute to climate change by encouraging the local siting of renewable energy projects; diversify the state's energy generation sources; stimulate economic development; improve distribution system resilience and reliability; and reduce distribution system costs.” The statutory goal for REG project production is forty megawatts

of enrollment in 2018. The refusal to extend the deadline for delivery of this Project due to COVID 19 undermines achievement of that goal. Narragansett has declared its own force majeure period for delivery of its own services so it is only fair and equitable to allow flexibility in development and construction schedules based on a totally unforeseeable public health to promote renewable energy development projects and all the ancillary benefits intended from the REG law.

Moreover, the proceedings leading to the development of the Tariff indicate that Narragansett never intended the extension provisions to exclude small and medium-sized REG projects. Section 3(f) of the Tariff states:

An Applicant may elect, for any reason, to extend the DG Project deadline for providing the Output Certification by an additional six (6) months with no additional Deposit. After such initial six-month extension, the Applicant may elect, for any reason, to extend Output Certification deadline for an additional six-month period by posting an additional Deposit amount equal to one-half of the original Deposit amount. An Applicant shall not extend the deadline to provide the Output Certification by more than one (1) year in total. Prior to the expiration of the timeframe applicable to the Applicant's DG Project, as specified herein Section 3(d) or as extended as provided for by Section 3(f), the Applicant must notify the Company of its election to extend the DG Project deadline.

Section 3(j) of the Tariff provides:

Small-Scale Solar Projects and Medium-Scale Solar Projects are not required to submit a Performance Guarantee Deposit or provide an Output Certification. In order to receive Performance-Based Incentive payments under this Tariff, such projects will have 24 months after being awarded a Certificate of Eligibility to achieve operation at expected availability and capacity and meet all other requirements under this Tariff.

In a letter dated March 6, 2015, addressed to the Commission and regarding these proposed amendments to the Tariff section in question here, Raquel Webster, counsel to Narragansett, wrote,

4) Clarification of Basis for Seeking Extensions to Construction Period On January 22, 2015, WED submitted the Pre-Filed Testimony of Mark Depasquale. WED addressed the Company's position regarding opportunities for RE Growth Program participants to extend the date(s) by which their DG Project must meet all tariff requirements once the project receives a Certificate of Eligibility. At the Meeting, the OER sought further discussion of this issue. The Company reiterated its position that a RE Growth Program participant may extend the 24-month period allowed by the tariff for completion of tariff requirements by two six-month periods for any reason.

(see PUC Docket 4536A, emphasis added). In a second letter to the Commission issued on March 11, 2015, Narragansett's counsel wrote:

The proposed revision would provide for an extension, without penalty, for RE Growth Applicants that could not meet the deadlines established in the Tariff for commercial operation when the cause of the delay was solely due to the non-completion of the necessary system modifications and interconnection facilities on the Company's side of the meter.

(PUC Docket 4536A). Narragansett never meant to differentiate between different sized projects in negotiating any of the extension provisions in section 3 of the Tariff. The mere fact that small and medium size projects do not require an output certification should not mean they are not entitled to equal treatment for delays. The denial of an extension for the SCS Project is an unintended policy, proven especially so during a health pandemic where delays could not possibly have been anticipated or controlled.

REQUESTED RELIEF

For these reasons, SCS asks that the Commission order Narragansett to allow SCS the extensions on the required deadline for commercial operation provided in section 3 of the Tariff.

**SOUTH COUNTY SOLAR
805 MAIN, LLC**

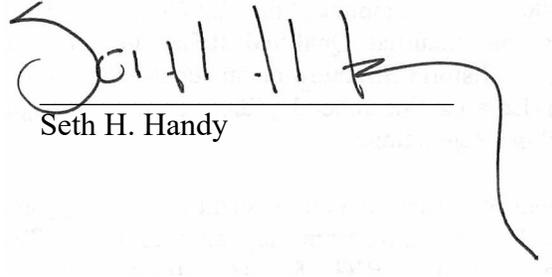
By their attorneys,
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CERTIFICATE OF SERVICE

I hereby certify that on May 4, 2020, I delivered a true copy of the foregoing document to National Grid by electronic mail.



Seth H. Handy